

BEST VALUE ACQUISITION

ISSUE DATE: February 3, 2005

BVA #APA05.01

TITLE: FACILITY INVENTORY AND CONDITION ASSESSMENT SYSTEM

ISSUING AGENCY: Virginia Auditor of Public Accounts
Deferred Maintenance Task Force
P. O. Box 1295
Richmond, Virginia 23218

COMMODITY CODE: 916-01

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: Auditor of Public Accounts and other public bodies (as defined in Code of VA 2.2-4304)

Where Work Will Be Performed: Statewide – The resulting contract will have 2 phases, Phase I is focused towards pilot agencies as identified in Section III below, Phase II, if executed, will be expanded to all state agencies and institutions.

Initial Period of Contract: From Date of Award Through an initial two (2) year period with options to renew annually for five (5) years.

SEALED PROPOSALS WILL BE RECEIVED UNTIL

February 25, 2005 at 5:00 P.M. EST
Date and Time

FOR FURNISHING THE GOODS/SERVICES DESCRIBED HEREIN.

ALL INQUIRIES SHOULD BE DIRECTED TO:

DeAnn Compton, Audit Director
Capital Asset Management
(804) 225-3350, x344 FAX: (804) 786-5593
DeAnn.Compton@apa.virginia.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY'S ADDRESS SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

Auditor of Public Accounts, James Monroe Bldg., 8th Floor,
101 N. 14th Street, Richmond, Virginia 23219

IN COMPLIANCE WITH THIS BEST VALUE ACQUISITION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Name And Address Of Firm:

** (Signature in ink)*

Date: _____

*By: _____

Title: _____

FEI/FIN NO. _____ Telephone Number: _____

Email: _____ Facsimile Number: _____

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on Monday February 14, 2005 in the James Monroe Tower conference room B located at the James Monroe Building, 101 North 14th Street, Richmond, Virginia 23219. NO ONE WILL BE ADMITTED AFTER 10:00 AM, EST. Signs will be posted on the doors and will also note any change in location. *If special ADA accommodations are needed, please contact DeAnn Compton at the number listed above.

***Note:** This public body does not discriminate against faith-based organizations in accordance with Code of Virginia 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Best Value Acquisition (BVA) is to solicit sealed proposals from qualified vendors that can provide facility inventory and condition assessment software and data collection mechanisms for buildings and their systems that are currently owned by the Commonwealth of Virginia. In addition, the vendor will provide training for system users. Proposals will be considered by the Auditor of Public Accounts and the Deferred Maintenance Task Force and may result in a contract, through competitive negotiation, for the purchase of a facility inventory and condition assessment system, data collection mechanism, and training for Phase I as described in Section III Statement of Needs. Phase II will be negotiated at a later date depending on the success of Phase I. If a contract is awarded following negotiations, such contract shall be between the Auditor of Public Accounts and the Contractor.

Definitions:

As used in this solicitation, the following definitions shall apply:

Contractor(s) shall mean any vendor which has been awarded a contract pursuant to this solicitation.

Proposal shall mean a response submitted to the Issuing Agency for consideration as a result of this solicitation.

Offeror(s) shall mean any vendor that submits a response to the Issuing Agency as a result of this solicitation.

II. BACKGROUND:

The Commonwealth of Virginia owns approximately 11,060 buildings with a historical cost of \$8.6 billion including the surrounding infrastructure. When considering the current replacement value of those same buildings, they are worth over \$12.6 billion. The Commonwealth currently owns 187 buildings constructed before 1900. During the past 50 years, the Commonwealth has tripled the number of buildings it owns over the number it owned in the first half of the century.

The Commonwealth's buildings and their systems are in a constant state of deterioration. Naturally, as the buildings age, components start to wear. This deterioration is cyclical and compounds the building and system deficiencies that exist. However, not only are the Commonwealth's buildings deteriorating, they often do not fulfill the needs of the agencies and institutions' current missions. Technological advancements, programmatic and social changes, and economic fluctuations over the years have changed the way the Commonwealth does business and the resources needed to do business.

These concerns generated a review by the Auditor of Public Accounts of preventive and deferred maintenance practices in 2001. During this review, we determined that many agencies and institutions do not have preventive maintenance schedules. Some agencies and institutions have schedules, but the schedules are incomplete. We found that most agencies and institutions could not reasonably or accurately determine the extent of their deferred maintenance backlog and that most had no methodology in place to allow them to do so. This report had five recommendations to improve current policies addressed to the General Assembly, the Department of Planning and Budget, and the Department of General Services.

The 2004 Special Session of the General Assembly directed the Auditor of Public Accounts to conduct a review to determine the amount of deferred maintenance in the Commonwealth and propose options to fund the backlog of deferred maintenance and the ongoing major maintenance needs of the Commonwealth. As part of this audit, the Auditor of Public Accounts is to establish procedures and acquire software to develop and implement a Capital Outlay Deferred Maintenance System throughout all state agencies and institutions to

gather information on the maintenance needs of all Commonwealth owned buildings. In addition to acquiring the software, the Auditor of Public Accounts is to acquire the necessary training for the state agencies and institutions. See Attachment A for the detailed Study Language.

The Auditor of Public Accounts issued an interim report, Review of Deferred Maintenance in the Commonwealth, December 2004. This report resulted in twenty recommendations, which can be viewed on the Auditor of Public Accounts website www.apa.virginia.gov. Through this interim report, the Auditor of Public Accounts determined that acquiring and installing a Facility Inventory and Condition Assessment System and the relevant training would provide the mechanism necessary to collect and analyze the data required to determine the cost of deferred maintenance in the Commonwealth. In coordination with acquiring the system, the agencies and institutions will need to perform facility condition assessments to collect an inventory of the Commonwealth's buildings, their components, and the relative condition of each.

Currently as described in this BVA, in an effort to oversee the collection, analysis, and prioritization of the data needed to audit deferred maintenance costs, we developed specifications for a Facility Inventory and Condition Assessment System. This system would maintain and analyze data for planning and budgeting of a facility's life cycle needs and its components. This system would help gather pertinent information to assist in evaluating and developing funding options to address the current backlog of deferred maintenance and ongoing need of state buildings and help determine the necessary funds in anticipation of future maintenance needs. This system could operate independently or could interface with Computerized Maintenance Management or Financial Management systems.

III. STATEMENT OF NEEDS:

The Contractor is to provide and install a Facility Inventory and Condition Assessment System and a data collection mechanism with instructions to gather information on the condition of all Commonwealth owned buildings and their components. In addition, the Contractor is to provide the necessary training for system users. As mentioned in the Purpose above, Phase I is a pilot project, which includes members of the Deferred Maintenance Task Force. This task force represents the following agencies that will be participating in this pilot project.

Deferred Maintenance Task Force Agencies	Total Buildings	Estimated Individual Users
Department of Corrections	1,818	50
Department of General Services	40	10
Department of Mental Health, Mental Retardation, and Substance Abuse Services	363	25
Department of Planning and Budget	-	4
Department of Transportation	3,495	20
George Mason University	129	10
State Council of Higher Education in Virginia	-	2
Virginia Community College System	321	30
TOTAL	6,166	151

Phase II is the statewide implementation of the Facility Inventory and Condition Assessment System. This Phase will include all state agencies and institutions to gather information on the maintenance needs of all Commonwealth owned buildings and their components. This Phase includes approximately 90 different agencies and 4,900 buildings and their components. Phase II implementation will be negotiated at a later date.

A. Time Table

Activity	Target Completion Dates
Post BVA	February 3, 2005
Mandatory Pre-Proposal Conference	February 14, 2005
Proposals Due	February 25, 2005
Short List Selection	March 9, 2005
Software Demonstrations	March 14-18, 2005
Preliminary Contract Negotiations	March 21, 2005
Final Contract Negotiations	March 21-25, 2005
Award Contract(s)	April 7, 2005
System Installation and Training Date	By June 30, 2005

The timetable above is provided for planning purposes and may be modified by the Auditor of Public Accounts as required. Results of this BVA will not be given out by telephone. The Notice of Award will be made available on the eVA web site (<http://www.eva.state.va.us>) and the www.APA.virginia.gov web site as soon as selection is made.

B. System Functionality Requirements*Summary:*

The facility inventory and condition assessment system must maintain a complete physical inventory of facility systems and their components and the condition of each including but not limited to HVAC; plumbing; electrical; building envelope including windows, doors, roof, and walls; life safety systems such as fire alarms, sprinklers, and security systems; infrastructure including site utilities and water and wastewater plants; and other systems pertinent to a facility. The system must maintain key factors describing each asset such as name, identification number, location, use, historical and replacement value, acquisition date, make, model, and asset condition. Based on condition assessment information, the system must estimate the cost of correcting the deficiencies through a cost estimating function based on nationally recognized cost data. The system must allow definition and assignment of priorities to deficiencies and classification of deficiencies into routine, major and deferred maintenance categories. Based on the dollar amount of deficiencies and the replacement value of the building, the system must calculate a facility condition index, which serves as a relative measure of the condition of a facility. Through financial modeling, the system must project the life cycle costs of each asset for component renewal and replacement. Finally, the system must contain a funding projection function that would take into consideration all deficiencies and future life cycle costs, determine the total funding levels for these items over a designated period of time, and show the effects on the facility condition index of funding at different levels.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**A. GENERAL INSTRUCTIONS:**

1. Best Value Acquisition Response: In order to be considered for selection, offerors must submit a complete response to this Best Value Acquisition. One (1) original and (12) copies of each proposal must be submitted to the issuing agency.
2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

*It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Offerors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this Best Value Acquisition is true and accurate. **Failure to provide information required by this Best Value Acquisition may result in rejection of the proposal.***

- b. Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Best Value Acquisition. Emphasis must be placed on completeness and clarity of content.
- c. Proposals shall be organized in the order in which the requirements are presented in the Best Value Acquisition. All pages of the proposal must be numbered. Each paragraph in the proposal must reference the paragraph number of the corresponding section of the Best Value Acquisition. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the Best Value Acquisition. If a response covers more than one page, the paragraph number and subletter must be repeated at the top of the next page. The proposal must contain a table of contents which cross-references the Best Value Acquisition requirements. Information which the offeror desires to present that does not fall within any of the requirements of the Best Value Acquisition must be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner shall risk elimination from consideration if the evaluators are unable to find where the Best Value Acquisition requirements are specifically addressed.
- d. Each copy of the proposal must be bound or contained in a single volume where practical. All documentation submitted with the proposal must be contained in that single volume.
- e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the Best Value Acquisition shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or

total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED SHALL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

3. Mandatory Software Demonstration: Offerors who submit a proposal in response to this Best Value Acquisition shall be required to give a demonstration of their proposal to the Auditor of Public Accounts and the Deferred Maintenance Task Force during March 14 through March 18, if their proposal receives adequate rankings determined by the criteria set forth in Section V. This provides an opportunity for the offeror to clarify or elaborate on the proposal and demonstrate the overall functionality of the system. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals must be as thorough and detailed as possible so that the Auditor of Public Accounts and the Deferred Maintenance Task Force may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the Best Value Acquisition cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
Return other specific items or data requested in the Best Value Acquisition.
2. A written narrative statement to include (not to exceed five pages):
 - a. Experience in providing the services described herein for other clients.
 - b. Name, qualifications and resumes of personnel to be assigned in the installation of this software and training as described in this contract. Provide names of potential subcontractors.
3. Describe your firm's background, experience, and qualifications related to this type of project, that shall include, but not limited to the following:
 - a. Describe your firm's background, company history, locations, including the principals and their background. Please detail the ownership structure and other relevant information regarding the firm (not to exceed two pages).
 - b. Please make any disclosures about any pending legal proceedings or business litigation against your firm, any officer, or principal. If so, please provide an explanation and indicate the current status or disposition (not to exceed two pages).
 - c. Describe the level of insurance coverage or professional liability insurance your firm carries. Please provide financial information to demonstrate the financial stability of your firm. If you are a public company, please provide a current audited annual report. If you are a private company, please provide a letter from your financial institution on their letterhead, stating the financial stability or credit level of your firm (not to exceed five pages).
 - d. Offeror's experience in Facility Inventory and Condition Assessment Software, and references (not to exceed five pages).

- e. Offeror's experience in installing and maintaining Facility Inventory and Condition Assessment Software. Provide current references and references for two clients that you have supported for at least two years (not to exceed five pages).
4. Specific plans for providing the Facility Inventory and Condition Assessment Software and data collection mechanism as requested in the Statement of Needs. Describe in detail the implementation plan from contract award to commencement of contract services (no more than five pages). Please provide specific plans for the implementation and data collection mechanism for Phase I and II separately as described in Section III.
5. The Offeror must describe its proposed plan to provide training, as required, to State employees affected by the Offeror's proposed solution. This proposal shall also include the plan to train all state employees that will operate the proposed facility inventory and condition assessment system and any other information technology to be used in the project. The Offeror must also describe any ongoing customer service or help desk support, the available times for such support, and the style of delivery for such services. Please provide specific training plans for Phase I and II separately as described in Section III.
6. Proposed Price. Indicate your proposed pricing in the schedule provided in Attachment B.

All pricing and cost data must be submitted in a format similar to that provided in Attachment B and must be completed and returned in a separate sealed envelope. Altered formats or blank data will be considered non-responsive. No cost information shall be included in the technical proposal. Please provide pricing and cost data for Phase I and II separately as described in Section III. See additional notation in Attachment B.

The Offeror's cost proposal must include all costs associated with Phase I purchase, installation, training, customization and conversion to the proposed system, as well as any ongoing maintenance, operation, Contractor support, user fees, charges, or reimbursements. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The Contractor must be willing and able to successfully deliver all products and services proposed and to complete the project on a firm fixed-price basis for completion of Phase I. In addition, the Contractor must be willing and able to successfully deliver all products and services proposed for a statewide implementation. The Contractor must provide the cost for statewide implementation and all costs associated with items noted above. The cost for Phase II, if implemented, will be negotiable at that time.

7. Technical Requirements and System Functionality: The Offeror's proposal must respond to the following list of questions and descriptive requirements in the order listed.

1. System Functionality

1.1. Descriptive Requirements

- 1.1.1. Please provide a data dictionary for all data elements available in the system. This must include the number of components and how often they are updated.
- 1.1.2. Describe how the system distinguishes between a facility and its components and how it shows relationships between a facility and its components.
- 1.1.3. Describe how the system maintains condition information on each facility and component.

- 1.1.4. Describe how your system will help identify and prioritize deficiencies, tasks, projects, upgrades, and renovations including routine, major, and deferred maintenance. These terms are defined in the interim report mentioned in Section II.
- 1.1.5. Describe how your system will provide cost estimates for all deficiencies and tasks and the underlying source of cost data.
- 1.1.6. Describe how your system calculates the Facility Condition Index. This term is defined in the interim report mentioned in Section II.
- 1.1.7. Describe how your system calculates a usability index (how appropriate is the building to its current/proposed use) for functional and programmatic uses of a facility.
- 1.1.8. Describe how your system uses life cycle analysis to project funding requirements for future budgetary needs. Life cycle is defined in the interim report mentioned in Section II.
- 1.1.9. Describe how your system will allow the use of data default values (inflation or condition escalators) to change the condition and/or estimate cost of all deficiencies.
- 1.1.10. Describe how your system performs or provides the necessary data to perform cost-benefit analyses at various points in the life cycle of a building. Life cycle is defined in the interim report mentioned in Section II.
- 1.1.11. Describe the system's capability to include pictures related to facilities, components, and surroundings.

1.2. Enumerated Requirements

Use the following responses: Fully complies, Partially Complies, Does Not Comply. Please explain any partially or does not comply responses.

- 1.2.1. The system must maintain a complete inventory of buildings and their components including but not limited to HVAC, plumbing, electrical, building envelope (windows, doors, roof, walls, etc.), life safety (fire alarms, sprinklers, security systems, etc.), infrastructure (site utilities and water and wastewater plants, etc.) and other systems pertinent to a thorough analysis and cost comparison.
- 1.2.2. The system must categorize building components using categories such as primary, secondary, and service systems, and safety standards.
- 1.2.3. The system must be capable of maintaining data from facility condition assessments and update conditions based on tasks performed.
- 1.2.4. The system must estimate life cycle costs of buildings and their components.
- 1.2.5. The system must provide cost estimates for all tasks identified.
- 1.2.6. The system must measure and compare each building's overall condition in relation to the others, using a "condition index", or other measure.
- 1.2.7. The system must be able to group facility ratings into categories such as, Operational and Continuous Maintenance, Capital Renewal, and Capital

Improvement and Renovations. These terms are defined in the interim report mentioned in Section II.

- 1.2.8. The system must use current data collected through facility condition assessments and life cycle cost analysis to project future funding needs.
- 1.2.9. The system must have the capability to show the affect that funding deficiencies, tasks, projects, and maintenance activities at various levels will have on the building condition.
- 1.2.10. The system must have a funding projection model, which will allow the user to determine long-term and short-term funding requirements for operating and continuous maintenance and capital renewal.
- 1.2.11. The system must provide a funding projection model using the cost estimators to include inflation, deterioration, and specialized escalators to provide increases and decreases in funding projects.
- 1.2.12. The system should perform cost-benefit analyses at the end of the useful life of each asset to assist in the replace vs. renovate decision.
- 1.2.13. The system should be able to provide historical trends in maintenance and repair activities on buildings and their components to identify reoccurring maintenance issues and aid in the dispose versus replace decisions.

2. System Technical Requirements

2.1. Project Management

- 2.1.1. What documented process is used to install your software within customer environments? Describe this process.
- 2.1.2. Please estimate the total time for installation based on your knowledge of the Commonwealth and its requirements.
- 2.1.3. How are customer change requests managed?
- 2.1.4. What installation resources does your company provide?
- 2.1.5. What installation resources are expected from the customer?
- 2.1.6. How many successful installations has your organization performed? Of these installations, how many are currently in service today?
- 2.1.7. What service implementation partners exist?
- 2.1.8. Describe the certification program for the employees of these implementation partners. How are issues and schedule changes tracked, communicated, and resolved?
- 2.1.9. How is the transfer of knowledge from your firm to the Commonwealth managed and implemented?
- 2.1.10. How is data within existing and legacy systems migrated and incorporated within your system?

- 2.1.11. Describe the tools and expertise available for integrating/interfacing your system to existing agency and state-level systems described in Attachment C of this document.

2.2. Support

- 2.2.1. What support services and options exist?
- 2.2.2. What response times exist within the levels of support?
- 2.2.3. Describe your formal service escalation and problem resolution procedures.
- 2.2.4. Provide a description of ongoing software and hardware support options available including software modifications and upgrades.
- 2.2.5. Is information regarding outstanding problems, fixes, modifications and improvements available to the customer and publicized on a regular basis?
- 2.2.6. Describe your company's procedure for handling and resolving bug fixes.
- 2.2.7. What release is being proposed in this response? When will this release be generally available?
- 2.2.8. Describe your product major release and revision schedule. Include how releases and revisions are distributed.
- 2.2.9. How many releases are planned for the next 3-5 years?
- 2.2.10. Describe the extent to which the system's user interface and features can be customized/configured while allowing for software upgrades under your normal upgrade process.
- 2.2.11. Describe the types of service level agreements that you have undertaken with other organizations.

2.3. Training

- 2.3.1. What training do you provide and recommend? Please include a detailed development plan for each of the following groups: End users, Training Administrators, Technical Staff.
- 2.3.2. Please describe how training will address data entry versus data extraction and analysis. Will this training be provided together or separately?
- 2.3.3. How many people will the vendor provide to conduct the training and at what point in the installation process will training begin?
- 2.3.4. What additional training/certifications are available on advanced functions for information technology personnel, administrators, and users?
- 2.3.5. What types of training are provided for releases & upgrades?

- 2.3.6. What kind of ongoing user learning aids are provided, such as on-line help, access to help desk, user manuals?
- 2.3.7. Please describe the timing of training in relation to the installation of the system and the eventual collection of data through facility inventory and condition assessment.

2.4. Reporting:

- 2.4.1. Provide a list, brief description, and examples of all reports delivered with the system.
- 2.4.2. Describe how the system can group facilities. The system will maintain condition assessments on all the Commonwealth's facilities. These facilities are owned and managed by many different agencies. Describe how existing reports can be used to select facilities owned by a single agency.
- 2.4.3. Describe how existing reports can report facility information based on organizational hierarchies.
- 2.4.4. Describe how ODBC compliant report writers such as Crystal, Business Objects, etc can be used to develop customer reports.
- 2.4.5. Describe how these reports developed with a third-party tool can be incorporated into the systems existing report menu structure.
- 2.4.6. Describe the report writing function provided with the system. Does the report writer provide for customer developed reports? Can delivered reports be customized by the customer? Does the report tool have access to all data in the database?
- 2.4.7. Describe how custom reports developed with the provided reporting tool can be incorporated into the systems existing reports menu structure.
- 2.4.8. If a third-party report writer is provided with the system list the applications name and version number.

3. Architecture and System Requirements

3.1. Descriptive Requirements

- 3.1.1. Describe your system architecture. Include a diagram indicating each component's location with respect to a corporate firewall.
- 3.1.2. Describe the architectural scalability. Is your architecture scaleable? Explain.
- 3.1.3. Describe how security across the firewall, and with users on different sides of the firewall, is handled.
- 3.1.4. Can all interactions with your product take place over the web: intranet or Internet?

- 3.1.5. Describe the networking, hardware, software, and operating systems your product requires/uses. Please be very specific; include version numbers.
- 3.1.6. List any system prerequisites for your product. (Products not provided with the software you are proposing but required to use the software.). Include required networking, hardware, database, or web server.
- 3.1.7. Which browsers are supported? What browser version/operating system combinations?
- 3.1.8. Does your product require any browser plug-ins or applets? Explain.
- 3.1.9. Does your product require loading additional software on any client workstation other than a standard browser? Explain.
- 3.1.10. What is the recommended connection speed for internet access? What is the minimum connection speed for internet access?
- 3.1.11. Describe the extent to which the product functions with server operating systems.
- 3.1.12. Describe how your system operates on either Oracle or MS SQL Server database platforms. Describe the pros and cons of each, in the event more than one is available. State any limitations in regards to versions and functionality.
- 3.1.13. Describe your smallest installation in government and others comparable to our requested need.

4. Technology Standards Supported

4.1. Descriptive Requirements

- 4.1.1. Describe MAPI compliancy and ability to integrate into existing e-mail and scheduling applications.
- 4.1.2. Describe OLE compliancy and general ability to link business objects.
- 4.1.3. Describe the extent to which the product is ODBC compliant.
- 4.1.4. Describe the extent to which the product is TCP/IP Protocol Compliant.
- 4.1.5. Describe the extent to which the system can be operated over the WEB using industry standard browsers (e.g. Netscape or Internet Explorer) on Windows 2000 or Windows XP operating systems. Describe any issues the system has with using browsers on other operating systems including Unix , LINUX, MAC OS. Provide a list of all supported browsers and operating systems.
- 4.1.6. Describe data storage and processing requirements. Describe the estimation tools/templates you will make available to assist the capacity planners in determining database size, disk storage requirements, and processing requirements.

5. System Integration

5.1. Descriptive Requirements

- 5.1.1. Describe APIs that exist in your product to facilitate integration with other systems.
- 5.1.2. Describe import/export capabilities.
- 5.1.3. Describe the extent to which the product is XML enabled for the exchange of data.
- 5.1.4. Describe your experience and capabilities in integrating your System with multiple customer CMMS (computerized maintenance management systems.).
- 5.1.5. Describe the manner in which the product integrates with various CMMS systems to exchange data on assets, facilities and their components. Please list all systems, including version number, with which you have an existing integration or interface standard.

5.2. Enumerated Requirements

Use the following responses: Fully complies, Partially Complies, Does Not Comply. Please explain any partially or does not comply responses.

- 5.2.1. The system must be compatible with standard browsers Internet Explorer 6.X and Netscape 7.2.
- 5.2.2. The system must be scalable to any number of users and user records.
- 5.2.3. The system must be accessible through the web using all standard agency desktop and laptop computers.
- 5.2.4. The system should be capable of being integrated via a message broker or other middleware technologies for the exchange of facilities, work order, and condition assessment data with multiple agency-based systems.
- 5.2.5. The system should be capable of being readily integrated with other agency systems.
- 5.2.6. The system must possess a flexible technical design that will facilitate evolution of the system to accommodate future needs.
- 5.2.7. The system must possess a technical design that facilitates integration and interfacing to other "best of breed" products.
- 5.2.8. The system must be readily usable "out of the box" with a minimum of configuration and tailoring and no application code changes.
- 5.2.9. The host platform must comply with the Commonwealth's standards for medium to large scale servers. Platforms included for this system are Windows 2003, HP-UX.
- 5.2.10. The database for the system must be Oracle or MS SQL Server.

6. Security and Access Control Requirements

6.1. Descriptive Requirements:

- 6.1.1. Describe how the system will allow for internal employee, customer and partner use, addressing how security is handled.
- 6.1.2. Describe how the system authenticates information to ensure data integrity.
- 6.1.3. Describe how features and content/data access can be enabled or disabled for specific learner groups.
- 6.1.4. Describe overall security system, including how various security levels are established.

6.2. Enumerated Requirements:

Use the following responses: Fully complies, Partially Complies, Does Not Comply. Please explain any partially or does not comply responses.

- 6.2.1. The system must support Windows authentication and access protocols.
- 6.2.2. The system must restrict access by user ID and password access.
- 6.2.3. The system must enable access to be restricted by group, organization, etc
- 6.2.4. The system must permit data to be available inside/outside firewalls (with proper security and authorization).
- 6.2.5. The modules should be based on a common platform and require a single log-in.
- 6.2.6. The system should grant access to individual modules based on role privileges.
- 6.2.7. The system must enforce access involving administrative privilege authority on a named-individual basis. All other access should be granted based on group membership and roles defined under criteria established and administered by the business system administrator.
- 6.2.8. The system must provide mechanisms to share appropriate asset content with consultants, contractors, and vendors performing work on behalf of an agency without necessarily granting them general access to the internal agency network.
- 6.2.9. The system must provide an audit trail linking the user or administrator to all transactions updating the database.
- 6.2.10. The system must have the capability to restrict content/data access by agency
- 6.2.11. The system must have the capability to restrict views and data access by user role or responsibilities
- 6.2.12. The system must have the capability to assign administrative duties to individuals external to the agency with appropriate controls.

- 6.2.13. The system must comply with the Commonwealth's Information Technology Security standards (COV ITRM Standard SEC2001-01.1)
- 6.2.14. The system must provide multi-tier security architecture. A two-tier security architecture is acceptable, but a three tier architecture is preferable.
- 6.2.15. The Contractor must submit the system for an Architectural Security Review to VITA Security for approval prior to contract signing. See Appendix 'X' for VITA POLICY and Security Review Form.

7. User Interface Requirements

7.1. Descriptive Requirements:

- 7.1.1. Explain how the user interface can be modified.
- 7.1.2. Describe how the user interface is designed/ constructed for ease of navigation and data access.
- 7.1.3. Describe the extent to which the system provides a comprehensive on-line help facility.
- 7.1.4. Describe the extent to which the user interface can be different for distinct employee groups, customers and partners within a single installation.
- 7.1.5. Describe how the user interface meets accessibility standards for person with disabilities.

7.2. Enumerated Requirements

Use the following responses: Fully complies, Partially Complies, Does Not Comply. Please explain any partially or does not comply responses.

- 7.2.1. The system must allow for separate views to be established for different groups or organizations.
- 7.2.2. The system must provide optional, user-defined fields.
- 7.2.3. The system must only present functions and options that are appropriate to a person's individual role(s) when they log onto the system.
- 7.2.4. The system should provide a context-sensitive online help facility.
- 7.2.5. The system must support the ability to adjust terminology to meet organizational needs, e.g to promote consistency with other agency application systems and directives.
- 7.2.6. The system must provide a user-friendly, customizable, WEB browser based user interface.

8. System Licensing

8.1. Descriptive Requirements

- 8.1.1. Describe the available software licensing options to include, at a minimum, individual, site, and statewide licensing.
 - 8.1.2. Describe which licensing option will allow the Commonwealth to begin with Phase I and expand to Phase II as described in Section III.
 - 8.1.3. Describe how the license supports the Commonwealth's best practice of maintaining separate development, testing, and production environments. Is there a licensing cost associated with development and test copies of the software?
 - 8.1.4. Describe the software source code escrow options. Provide a sample escrow agreement.
 - 8.1.5. Please provide a sample licensing agreement.
8. Participation of Small Businesses, Women Owned Businesses and Minority Owned Businesses in this potential contract. All information requested by this BVA on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, **the purchasing agency may require prompt submission of missing information after the receipt of offeror proposals.**

V. BEST VALUE ACQUISITION EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the Auditor of Public Accounts and the Deferred Maintenance Task Force using the following criteria:

- 1. Proposed Software and systems
- 2. Proposed Fee
- 3. Implementation and Training
- 4. Firm Experience and Staff
- 5. Proposed Schedule

Evaluations will be judged using the Adjectival Rating Method. Adjectives such as exceptional, acceptable, marginal, and unacceptable will be used to indicate the degree to which the proposals have met the evaluation criteria.

- B. BEST VALUE ACQUISITION AWARD(S): Negotiation shall be done with two or more offeror(s) deemed to be fully qualified and best suited among those submitting Best Value Acquisition proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards up to \$100,000 may be made to a reasonably ranked minority or woman-owned offeror that is other than the highest ranking offeror when such purchases are made under a remedial procurement plan established in accordance with guidelines prescribed by the Department of Minority Business Enterprise (DMBE). Awards over \$100,000 will be made on a Best Value Acquisition basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's offer as negotiated.

VI. MANDATORY PREPROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held on Monday February 14, 2005 at 10:00pm in the James Monroe Tower conference room B at the James Monroe Building 101 N. 14th Street, Richmond, VA 23219, signs will be posted on the doors and will also note any change in location. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the requirements of this solicitation, attendance at this conference shall be a prerequisite for submitting a proposal. Proposals shall only be accepted from those offerors who are represented at the preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00 AM, Eastern Standard Time as determined by the Auditor of Public Accounts and the Deferred Maintenance Task Force.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation and posted on the VBO.

VII. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR BVAs**

Failure to submit a proposal on the forms provided (cover sheet and attachments) for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

- 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan.

Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall

have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
- S. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- T. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.
 - 1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
 - 2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

VIII. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the Auditor of Public Accounts or any other agency of the Commonwealth of Virginia will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is

sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal shall be returned in a separate envelope or package, sealed and identified as follows:

From: _____		_____
Name of Offeror	Due Date	Time
_____		_____
Street or Box Number	IFB No./BVA No.	
_____		_____
City, State, Zip Code	IFB/BVA Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope must be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals shall be placed in the envelope.

E. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime Contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
2. Each prime Contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

F. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

G. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for (one year)/ (5 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

H. WARRANTY (COMMERCIAL): The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.

I. GUARANTEE OF WORK:

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship.
2. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - a. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - b. Make good any work, materials, equipment.

J. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: It is anticipated that the contract will result in multiple eVA purchase orders (i.e., one for each delivery requirement) with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in 1 and 2. below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

Contractors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

1. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
 2. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.
- K. EXTRA CHARGES NOT ALLOWED:** The price of each proposal submitted in response to this solicitation must be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges shall not be allowed.
- L. METHOD OF PAYMENT:** The Contractor will be paid monthly within 30 days of receipt of a valid invoice for all services provided during the previous month. The Contractor shall submit its invoice to the public body bill to address by the 10th day of the month following the month in which services were rendered. The preferred method of payment by the Agency is AMEX.
- M. NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 3. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 4. The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
 5. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the

format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

- N. INFORMATION TECHNOLOGY ACCESSABILITY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.
- O. CERTIFICATION TESTING PERIOD - SYSTEMS:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The 90 day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- P. CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
- Q. CONFIDENTIALITY (Contractor):** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- R. CONTRACTUAL DISPUTES:** In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment, however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Tendency of claims shall not delay payment of amount agreed to in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the

purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Auditor of Public Accounts, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise hereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

- S. DEFINITION - SOFTWARE:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
- T. NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

IX. EXCLUSIVITY OF TERMS AND CONDITIONS

The Auditor of Public Accounts will not sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the Contracts Manager, APA, shall have no validity and the attached Terms and Conditions shall supersede all such agreements.

- A. INTEGRAL SOFTWARE:** All Products are delivered with any necessary firmware, and or software integral to the Product necessary for the complete operation. All firmware and software shall be considered to be the latest version available and any software upgrades necessary for the complete operation of the Products shall be available at no cost to the Authorized User. All licenses granted under this Agreement are provided on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the Product by the Authorized User.
- B. LIMITATION OF USE:** The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the Code of Virginia.
- C. LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for an indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

- D. PATENT/COPYRIGHT PROTECTION:** Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide non-infringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

- E. QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- F. RENEWAL OF MAINTENANCE:** Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional 5 one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available or 3%, which ever is less.
- G. REINSTATEMENT OF MAINTENANCE AND SOFTWARE UPGRADES: WHEN NOT COVERED BY AN EXISTING AGREEMENT**

The Purchasing Agency shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor by reinstating the maintenance contract through the payment of the lesser of (a) the accumulated maintenance fees that would have been paid if the Purchasing Agency did not have a lapse in maintenance coverage or (b) a fee equivalent to three times the Contractor's published maintenance fees.

- H. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- I. **SOFTWARE DISPOSITION:** Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.
- J. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation
- K. **SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- L. **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- M. **TERMINATION FOR CONVENIENCE** The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractors in writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.
- N. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- O. **TITLE TO SOFTWARE:** By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- P. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs.

Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

- Q. WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of 12 months from the date of certification acceptance. During the warranty period, the contractor shall provide 24 hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within 2 hours of initial notification.
- R. WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY:** The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

X. ATTACHMENTS:

- A. Study Language**
- B. Cost Submissions**
- C. Systems**

ATTACHMENT A**Study Language****Auditor of Public Accounts (133)**

2. C. The Auditor of Public Accounts shall conduct an audit to determine the amount of deferred maintenance costs in the Commonwealth in accordance with Item C-194.10 of this act. The Auditor shall use the funding provided in Item C-194.10 of this act to assist agencies and institutions to acquire the software and training necessary to accumulate the information to perform the audit.

Central Capital Outlay (949)**C-194.10 Maintenance Reserve: Deferred Maintenance Study**

- A. 1. Out of the amounts for Maintenance Reserve shall be paid \$300,000 the first year for the costs of an audit of the Commonwealth's deferred maintenance needs.
2. The Auditor of Public Accounts shall perform an audit to determine the amount of deferred maintenance costs in the Commonwealth. The Auditor shall conduct the audit in phases with a preliminary report of the audit scope to be presented to the Chairmen of the Senate Finance and House Appropriation Committees in May of 2004, an interim progress report to the General Assembly by December of 2004, and the final report by December 2005. The first phase of the audit shall give consideration to including not only large agencies and institutions with facilities, but agencies and institutions that have public safety and health facilities.
3. To assist the Auditor of Public Accounts, the following agencies and institutions shall designate and assign at least one individual from each entity to assist in the audit: Department of General Services, the Department of Corrections, the Virginia Community College System, George Mason University, Department of Transportation and the State Council of Higher Education for Virginia. These individuals should have sufficient experience and knowledge to assist the Auditor of Public Accounts in developing procedures for collecting information and assisting agency and institutional personnel with advice and guidance in implementing, collecting and summarizing information for this audit. These individuals shall work with agencies and institutions to ensure that they are properly accumulating information.
4. The Auditor of Public Accounts shall oversee the collection, analysis, and prioritization of the data needed to audit deferred maintenance costs. All state agencies and institutions shall work with and assist the Auditor of Public Accounts to collect this data in relation to their agency.
5. As part of this audit, the Auditor of Public Accounts shall establish procedures and acquire software to develop and implement a Capital Outlay Deferred Maintenance System throughout all state agencies and institutions to gather information on the maintenance needs of all Commonwealth owned buildings. In addition to acquiring the software, the Auditor of Public Accounts will acquire the necessary training for the state agencies and institutions.
- B. In conjunction with the audit of deferred maintenance costs required by paragraph A of this item, the Auditor of Public Accounts shall 1) evaluate the funding options and best management practices used by the federal, state or local government to address the backlog of and ongoing need for major maintenance projects for state buildings, and 2) recommend options to address the on-going need for major maintenance of state buildings which may include a) cash, b) debt, and c) setting aside funds in anticipation of future maintenance needs. The auditor shall report his findings and recommendations to the Governor and the General Assembly no later than January 1, 2005.

ATTACHMENT B

Cost Submissions

Please ensure cost submissions resemble the format below. If there are additional costs not specified, please add and use the notes column to reference (e.g. A,B,C) the explanation of additional costs that would be incurred below the table. Also, if any costs need further explanations, use the notes column to reference the explanation below the table.

A. PHASE I—PILOT AGENCIES (SEE SECTION III)

	Purchase Price	Monthly Rent or Lease Cost	Term of Rent or Lease	Total Rent or Lease Costs	Total Costs by Category	NOTES
Software Cost						
License Cost – Type and per license cost						
Installation Service						
Maintenance						
Data Collection Mechanism						
Training Costs						
Other Costs						
Total Cost						

B. PHASE II—STATEWIDE (SEE SECTION III)

	Purchase Price	Monthly Rent or Lease Cost	Term of Rent or Lease	Total Rent or Lease Costs	Total Costs by Category	NOTES
Software Cost						
License Cost – Type and per license cost						
Installation Service						
Maintenance						
Data Collection Mechanism						
Training Costs						
Other Costs						
Total Cost						

ATTACHMENT C

Systems

- 1. Fixed Asset Accounting and Control System**
- 2. MAXIMUS – Facility Focus**



COMMONWEALTH of VIRGINIA

Auditor of Public Accounts

WALTER J. KUCHARSKI
AUDITOR

POST OFFICE BOX 1295
RICHMOND, VIRGINIA 23218
(804) 225-3350

February 14, 2005

ADDENDUM #1 TO ALL OFFERORS:

Reference: BVA #APA05.01
Commodity: Facility Inventory Condition and Assessment System
Dated: February 3, 2005
For Delivery To: Auditor of Public Accounts
Proposals Due: February 25, 2005 5:00 PM, EST
PreProposal Conference: February 14, 2005

The above is hereby changed to read:

Reference Page 4, Section IV, Part A(2)(a):

*Delete the following paragraph:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Offerors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this Best Value Acquisition is true and accurate. Failure to provide information required by this Best Value Acquisition may result in rejection of the proposal.

Please refer to Page 22, Section VIII, Part E for the SWAM requirements.

Reference Page 6, Section IV, Part B, Item 4:

- *Delete the word "commencement" and replace it with the word "completion."
- *Delete the 5 page restriction for this item only: (no more than five pages.)

Reference Page 15, Section V, Part A:

- *Add the following statements after the list of criteria: "The evaluation criteria are listed in order of importance."

Reference Page 24, Section VIII, Part L:

*Delete the last sentence: "The preferred method of payment by the Agency is AMEX."

Note: A signed acknowledgement of this addendum must be received at the location indicated on the BVA either prior to the proposal due date and hour, or attached to your proposal. Signature on this addendum does not substitute for your signature on the original BVA document. The original proposal document must be signed as required in the solicitation.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Bagley', written over a horizontal line.

Carnell Bagley, CPPB, VCO
Procurement and Computer Support Manager
Phone: 804-225-3350, x317

Name of Offeror

Signature/Title

Date



COMMONWEALTH of VIRGINIA

Auditor of Public Accounts

WALTER J. KUCHARSKI
AUDITOR

POST OFFICE BOX 1295
RICHMOND, VIRGINIA 23218
(804) 225-3350

February 18, 2005

ADDENDUM #2 TO ALL OFFERORS:

Reference: BVA #APA05.01
Commodity: Facility Inventory Condition and Assessment System
Dated: February 3, 2005
For Delivery To: Auditor of Public Accounts
Proposals Due: February 25, 2005 5:00 PM, EST
PreProposal Conference: February 14, 2005

The above is hereby changed to read:

Reference Page 14, Section IV, Part B(7)(6.2.15):

Delete: "See Appendix 'X' for VITA POLICY and Security Review Form."

Add: For the Commonwealth's Architectural Security Policies, see the 'Security Architecture Report' at VITA's website <http://www.vita.virginia.gov/docs/ea-reports.cfm>.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the BVA either prior to the proposal due date and hour, or attached to your proposal. Signature on this addendum does not substitute for your signature on the original BVA document. The original proposal document must be signed as required in the solicitation.

Sincerely,

Carnell Bagley, CPPB, VCO
Procurement and Computer Support Manager
Phone: 804-225-3350, x317

Name of Offeror

Signature/Title

Date